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SALES—CONDITIONAL SALES—DESTRUCTION OF PROPERTY—POSSESSION OF SELLER—RECOVERY OF PRICE.—HOLLENBERG MUSIC CO. v. BARRON, 140 S. W., 582 (ARK.).—*Held,* that where a contract for the sale of a piano reserved title in the seller, and on default the seller took possession to hold the piano until payment was made, the destruction of the piano by fire, without the seller's fault, while in his possession, did not deprive him of his right to recover the balance of the price.

The court in this case confessed its inability to cite a case where the precise question involved had been previously decided. *Williston on Sales,* pp. 306, 562, favors the application of principles established in analagous cases. In *La Valley v. Ravenna,* 78 Vt., 152, the recovery of the purchase price of property, sold and delivered on condition that the title should not pass until full payment was made, was allowed, although without the fault of the purchaser the property was destroyed before the price fell due. Where the property was delivered, and yet the title and right of possession were to remain in the vendor as security, its loss leaves the vendee still liable. *Osborn v. South Shore Lumber Co.,* 91 Wis., 526. Where the seller retained possession of the goods at the buyer's request, their loss without negligence on the part of the seller falls upon the buyer. *Whitlock v. Auburn Lumber Co.,* 145 N. C., 120. If the vendee refuses to take the goods, the vendor may store them as bailee, give notice of the fact, and then sue for the contract price. *Hobeler v. Rogers,* 131 Fed., 43. The same principle is illustrated where the seller repossesses himself of property fraudulently obtained and thereby preserves his lien for the price without recission. *Ames v. Moir,* 130 Ill., 582.

TRESPASS—DAMAGES—CUTTING AND REMOVAL OF TIMBER.—BAILEY v. HAYDEN, ET AL., 117 PAC., 720 (WASH.).—*Held,* that where a trespasser cuts and removes standing timber, the owner, if the removal be unintentional, can recover only the value of the timber when standing, but, if the removal be intentional, the owner may recover as damages the value of the timber enhanced by the labor of the trespasser.

When the trespass has been committed unintentionally, the majority of the cases hold the measure of damages to be, not the value of the trees as such, but the damage done to the land by their destruction, or the difference between the value of the land before and after their removal. *Thompson v. Moiles,* 46 Mich., 42. There is authority, however, for holding the value of the trees considered separate and distinct from the land as the proper measure of damages. *Smith v. Gonder,* 22 Ga., 353. The value of timber is to be ascertained by the price paid in the vicinity, and not at a distant market, *Coxe v. England,* 65 Pa. St., 212, and at the time when cut, and not by striking an average of value taken through several years. *Schlater v. Gray,* 28 La. Ann., 340. The measure of damages for the wilful or intentional cutting of timber on another's land is the enhanced value of the property when finaly converted to the trespasser's use. *U. S. v. Homestake Min. Co.,* 117 Fed., 481. When the cutting is

impelled by malice or gross negligence, or attended with circumstances of aggravation, exemplary damages are usually recoverable under statute, in most cases treble damages are allowed. *Simpson v. Woodward,* 5 Kan., 571; *Gates v. Comstock,* 113 Mich., 127. Wisconsin has an exceptional statutory rule, namely, that the damages for timber or trees wrongfully cut on the land of another are the highest market value thereof in whatever state the timber may be put by the party cutting at the time of the action. *Webster v. Moe,* 35 Wis., 75.

WITNESSES—PRIVILEGED COMMUNICATION—ATTORNEY AND CLIENT.—IN RE TRAINER, 130 N. Y. SUPP., 682.—*Held,* that a client's communication of an address to an attorney, while consulting him in a professional capacity, for the purpose of enabling the attorney to communicate with him, is a "privileged communication," which the attorney cannot be compelled to disclose when the relation of attorney and client has ceased, and the information is sought in litigation to which the client is not a party.

In general, every communication which the client makes to an attorney in a professional capacity is confidential, and the attorney cannot be permitted, nor the client compelled, to disclose it. *Werdell v. Gray's Harbor, etc., Co.,* 115 Cal., 517; *Struckmeyer v. Lamb,* 75 Minn., 366; *Vogel v. Gruaz,* 110 U. S., 311. But as this rule has a tendency to prevent full disclosure of the truth, it is generally strictly construed. *Turner's Appeal,* 72 Conn., 305; *Goltra v. Wolcott,* 14 Ill., 88; *Foster v. Hall,* 12 Pick. (Mass.), 89. But *Wade v. Ridley,* 87 Me., 368, holds *contra,* that it should be liberally construed. And there are exceptions to the general rule, as when attorney and client are engaged in a wrongful act, or the attorney is a witness to his client's will. *Butler v. Fayerweather,* 91 Fed., 458; *Matthews v. Hoagland,* 48 N. J. Eq., 455; *Dudley v. Beck,* 3 Wis., 274. So an attorney may testify as to the identity or as to the handwriting of his client. *White v. State,* 86 Ala., 69; *Com. v. Bacon,* 135 Mass., 521; *Gower v. Emery,* 18 Me., 79; *Thomson v. Perkins,* 57 N. Y. Supp., 810. *Contra, Parkins v. Hawkshaw,* 2 Stark., 239. And it has been held that an attorney must disclose his client's address. *Panisbotham v. Senior,* L. R., 8 Eq., 575; *Alden v. Goddard,* 73 Me., 345. *Contra, Harris v. Holler,* 7 Dowl. & L., 319; *Heath v. Crealock,* L. R., 15 Eq., 257. The better rule seems to be that an attorney is not protected from making such disclosures because the address became known to him in his professional character, unless communicated to him by the client in professional confidence for the purpose of obtaining advice. *Ex Parte Campbell,* L. R., 5 Ch., 703; *Re Arnot,* 60 L. T. N. S., 109; *Havana City Ry. Co. v. Ceballos,* 56 N. Y. Supp., 360. But in all these cases where disclosure has been allowed, it has been during the pendency of the action to which the client was a party. See *Carnes v. Platt,* 36 N. Y. Super. Ct., 361; *Hooper v. Harcourt,* 1 H. Black., 534.